

**Sarva Shiksha Abhiyan – Karnataka**



**SHORT TERM TENDER NOTIFICATION  
FOR PRINTING & SUPPLY OF PROGRESS CARDS TO THE STUDENTS  
STUDYING IN 1st TO 8th STANDARD IN GOVERNMENT PRIMARY  
SCHOOLS IN KARNATAKA  
FOR THE YEAR 2011-12  
THROUGH e-Procurement portal  
<https://eproc.karnataka.gov.in/>**

**SHORT TERM TENDER DOCUMENT  
(to be used for furnishing bids by the eligible firms)**

*Address for communication:*

**Office of the State Project Director, New Public Offices Annexe  
Building,  
Nrupathunga Road, Bangalore – 560 001  
Telephone Number: 22483580, 22483038 Fax: 22126718  
E-mail : ssakarnataka@gmail.com**

## CONTENTS OF BID DOCUMENT

<b>SECTION</b>	<b>DESCRIPTION</b>	<b>PAGE NO.</b>
I	INVITATION FOR BID	3-4
II	DESCRIPTION AND SCOPE OF THE CONTRACT	5
III	INSTRUCTIONS TO BIDDERS	6-15
IV	TERMS AND CONDITIONS OF CONTRACT	16-29
V	SCHEDULE OF REQUIREMENTS	30-31
VI	TECHNICAL SPECIFICATIONS	32
VII	PARTICULARS OF TALUKS TO WHICH PROGRESS CARDS ARE TO BE TRANSPORTED.	33

### II LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST ENVELOPE (Except Table III)

<b>TABLE</b>	<b>DESCRIPTION</b>	<b>PAGE NO</b>
I	BID FORM	34-35
II	EARNEST MONEY DEPOSIT BANK GUARANTEE FORM	36-37
III	PERFORMANCE SECURITY FORM	38
III A	CONTRACT FORM	39-40
IV	STATEMENT OF PAST PERFORMANCE DURING LAST 5 YEARS	41
V	FORMAT OF ACCEPTANCE OF IMPLEMENTATION SCHEDULE	42
VI	UNDERTAKING	43
VII	PARTICULARS OF PRINTERS / PUBLISHERS	44
VIII	CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST ENVELOPE	45-46

### III LIST OF DOCUMENTS TO BE SUBMITTED IN SECOND ENVELOPE

<b>TABLE</b>	<b>DESCRIPTION</b>	<b>PAGE NO</b>
IX	PRICE SCHEDULE	47-48

**Office of the State Project Director, New Public Offices Annexe  
Building, Nrupathunga Road, Bangalore – 560 001  
Telephone Number: 22483580, 22483038 Fax: 22126718  
E-mail : ssakarnataka@gmail.com**

**INVITATION FOR BID**

**SECTION - I**

**For Printing & Supply of Progress cards to the Students Studying in Government Primary Schools in Karnataka for the Year 2011-12**

1.1 Sarva Shiksha Abhiyan Samithi – Karnataka hereby invites Technical & Commercial Tenders from officially registered & eligible Printers / Publishers in Karnataka for the printing and supply of Progress cards F.O.R destination to all the 203 Block Education Officers in the State.

1	Short Term Tender Reference	SSA/Admn-Pro.cards/2011-12 dtd 03.12.2011
2	Date of commencement of issue of Tender documents	Dt: 12.12.2011
3	Last date and time for submission of Technical and Commercial bids	Dt: 26.12..2011 15-00 hrs IST
4	Date & Time of opening of first Cover (Technical Bid)	Dt: 29.12.2011 15-00 hrs IST
5	Bid Security	Rs 1.00 lakh each if they apply for both packages.
6	Venue of pre bid conference, & place of issue of bid document, acceptance and opening of tenders & address for communication	Office of the State Project Director Sarva Shiksha Abhiyan – Karnataka New Public Offices Annex Building Nrupathunga Road, Bangalore – 560 001

## **1.2 RFP Document Available on Internet**

1.2.1 The document is available on the internet in the website <http://www.eproc.karnataka.gov.in>. The same can be downloaded from the internet

1.2.2 It may be noted that all subsequent notification, changes and amendments on the project/documents would be posted only on the following website. <http://www.eproc.Karnataka.gov.in>.

1.2.3 The bidders will be required to register themselves with the center for e-governance to participate in the bidding process and also get necessary digital signature certificates. The details of the process of registration and obtaining the digital signature certificates are available on the website <http://www.eproc.Karnataka.gov.in>. Necessary training and hands on experience in handling e-procurement system could be obtained from the center for e-governance. Necessary details could also be obtained over telephone at 080-22373788 / 22371090

1.2.4 The SSA Samithi intends to follow a single stage, electronic process developed and maintained by the centre for e-governance, DPAR (AR), Government of Karnataka, for selection of the successful bidder for the project. Bidders would need to submit the following documents through the Electronic mode as part of their proposal:

- a. Documents relating to establishing the qualification of the bidder in terms of the qualification criteria set out in this RFP Document ("Qualification Submissions").
- b. Documents relating to technical aspects of the project ("Technical Proposal"), and
- c. Financial proposal ("Price Proposal") for the project.

1.2.5 The evaluation of the proposals would be carried out in two stages.

1.2.6 The first stage would involve a test of responsiveness based on Qualification Submissions. The information of the bidders relating to their experience and financial capability would be evaluated. Bidders meeting the experience and financial capability criteria as set out in this RFP Document shall be short-listed ("Qualified Bidders") for further evaluation.

1.2.7 In the second stage, the Price Proposals of the Technically Qualified bidders would be evaluated based on the specified evaluation criteria for the Price Proposal in order to identify the Preferred Bidder.

## SECTION - II

### DESCRIPTION AND SCOPE OF THE CONTRACT

**The Bidder, herein after called “the supplier” is required to print and supply the progress cards & F.O.R destination to all the 203 Block Educational Offices in the State, herein after called “the Contract” for which Bids are invited.**

The printing and supply of progress cards is divided into two packages-

**Package 2-** marks cards of classes 5 to 7. Marks cards for these classes is uniform, for the class 8 is needed to be printed separately and need to be printed in total in various languages.

These progress cards need to be printed and supplied F.O.R destination in different languages – Kannada, Urdu and Marathi.

The approximate number of progress cards to be printed for various classes medium wise is given in the following table.

#### **Package 2- marks cards of classes 5 to 8**

<b>Sl No</b>	<b>Classes</b>	<b>Kannada</b>	<b>Urdu</b>	<b>Marathi</b>	<b>Total</b>
1.	V, VI, VII	1698902	128767	44199	<b>1871868</b>
2.	VIII	373245	19595	5349	<b>398189</b>
	<b>Total</b>	<b>2072147</b>	<b>148362</b>	<b>49548</b>	<b>2270057</b>

The detailed block wise, class wise and medium wise requirement of the progress cards is given in Section VI.

**The total quantity of Progress cards to be printed is progress cards. 22,70,057**

## **SECTION – III**

### **INSTRUCTIONS TO BIDDERS**

#### **A. Introduction**

Sarva Shiksha Abhiyan Samithi, Bangalore proposes to distribute Progress cards to all pupil studying in Government Schools during the year 2011-12. Bids are invited in two cover system- Technical & Commercial Bids from the registered & eligible printers / publishers in Karnataka for the printing of Progress cards as per the particulars to be given from this office and F.O.R destination to all the 203 Block Educational Offices in the State.

#### **1. Eligible Bidders**

##### **1.1 Minimum eligibility criteria for participation in the bids :-**

- Minimum of 3 years' experience in printing / publication work and the firm should have its own printing and or publication facility anywhere in the State.
- The Bidder should have Technical capability / facilities for the printing / publication work in respect of printing of books of National / International standards. The bidder should have experience in the printing of books of educational value & relating to State Govt. offices / Educational Institutions / Reputed Private Institutions.
- The bidder should have average annual turn-over of Rs.50.00 lakhs in each year during the last 3 years.
- The bidder shall have executed a similar order for printing of the value not below Rs.40.00 lakhs from a single billing in the last two years.
- The bidder should not have violated any of the major conditions regarding printing/publication and should not have been black listed by any government department or organisation.

1.2 Interested and eligible bidders may furnish the Technical and Commercial Bids for printing of Progress cards and F.O.R destination to all the 203 Block Educational Offices in the State.

1.3 All bids must be accompanied by Bid security as specified in section I and submitted on or before the prescribed date, at place and time given in section I of this document. Bids submitted without Bid security will be summarily rejected

1.4 Interested and eligible Bidders may download the prescribed Bidding document from the **website:**

**<http://schooleducation.kar.nic.in/ssa>** **or**  
**<http://eproc.karnataka.gov.in>**. Request for tender application received through phone/telegram/phonogram/fax will not be entertained.

1.5 Interested and eligible Bidders may obtain further information or clarification either in person or through phone during office hours from the office of the State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annexe Building, Nrupathunga Road, Bangalore – 560 001 . Phone : 22483580/22483041/22483038 fax : 22126718

## **2 Cost of bidding**

2.1 The bidder shall bear all costs associated with the preparation and submission of its bid, and the State Project Director, Sarva Shiksha Abhiyan, Bangalore, herein after referred to as “ the Purchaser” will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. Short Term Tender Document -**

### **3. Content of bidding documents**

3.1 The Bidding documents for printing & F.O.R destination of Progress cards to all the 203 Block Educational Offices in the State will contain the following particulars :-

1. Invitation for Bids – Section I
2. Instructions to Bidders – Section II
3. Description and scope of the contract – Section III
4. Terms and Conditions of Contract (General and Special) – Section IV
5. Technical Specifications as per section V
6. Taluk wise particulars of progress cards to be printed & transported section VI
7. Particulars of packages as per section VII
8. Bid Form. As per Table I
9. Bid security form. As per Table II
10. Performance security form. As per Table III
11. Statement of past performance as per Table IV
12. Acceptance of Implementation schedule as per Table V

13. Undertaking as per Table VI
14. Details of the Organization as per Table VII
15. Check list of documents to be submitted in first envelope (Technical bid ) - VIII
16. Price schedule (Commercial Bid) to be submitted in second cover as per Table IX

3.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bidding Documents. Failure to furnish all information required by the Bidding Documents or submission of a Bid not substantially responsive to the Bidding Documents in every respect or incomplete bid document will be at the Bidder's risk and may result in rejection of its Bid.

#### **4 Amendment of Bidding Documents**

4.1 At any time prior to the deadline for submission of Bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Bidding Documents by amendment.

4.2 The amendment will be notified in writing to all prospective Bidders who have received the Bidding Documents and will be binding on them

4.3 In order to allow prospective Bidders reasonable time in which to take the amendment into account in preparing their bid, the Purchaser may, at its discretion, extend the deadline for the submission of bids.

#### **C. Preparation of Tender**

#### **5. Language of Bid**

5.1 The Bid prepared by the Bidder and all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the Kannada or English language & Bid can be submitted through the e-tendering system in Kannada or English.

#### **6. Documents Comprising the Bid**

The Bid prepared by the Bidder shall be submitted in comprising the following components:

#### **7. Qualification submission** shall contain:

7.1. i. Attested copies of documents along with photo copies of all particulars showing that the bidder has the Financial, Technical and



Service capability necessary to perform the contract and meet the criteria outlined in the qualification requirements and to fulfill this all Bids submitted shall include the following information. **Bid security should be submitted without fail.**

- ii. Attested photocopies showing the legal status, place of registration and principal place of business of the firm.
- iii. Attested photocopies of documents showing that the firm had an average turnover of Rs 50.00 lakhs per Year in printing / publication during the last 3 years i.e. 2008-09, 2009-10 & 2010-11 Photocopies of Audited financial statement issued by registered Chartered Accountant should be enclosed.
- iv. Attested Copies of Sales tax Registration and Sales tax returns filed during the last 3 years i.e. 2008-09, 2009-10 & 2010-11.
- v. Attested copies of acknowledgement of Income tax returns filed in the last 3 Years Viz. 2008-09, 2009-10 & 2010-11.
- vi. Attested photocopies showing that the firm has been registered in State Govt. / Central Govt. / Related Authority.
- vii. Particulars of the firm or its branches having printing unit in Bangalore or in other places of the State.
- viii. Bid form as per Table I.
- ix. Bid security should be deposited in the manner as prescribed by the centre for e-governance.
- x. Particulars of the Firm as per Table – VII
- xi. Statement of past performance during the last 3 years as per Table IV
- xii. Format of Acceptance of Implementation schedule as per Table V.
- xiii. Undertaking as per Table VI.
- xiv. Checklist of Documents to be submitted in First Envelope as per Table VIII.
- xv. Sample paper to be used for printing work, duly attested by the Bidder.

**The Second Stage** shall contain:

The rate quoted for printing & supply of progress cards F.O.R destination to all the 203 Block Educational Offices in the State for different packages separately. The rate quoted should include all taxes levied by the State & Central Govt., Packing charges, F.O.R destination charges etc.

**The rate quoted for the printing & F.O.R destination of one (01) progress card should be mentioned clearly both in words & figures separately for each package.**

**The sample paper to be used for printing work to be submitted to this office on or before the last date fixed for the submission of the bid. The quality of the paper to be mentioned clearly on the sample paper and attested by the Bidder with seal of the firm. The bidder can apply for one or both packages.**

**However keeping in view the capabilities of the bidders and the urgency of the materials, one bidder will be selected for one or both the packages based on the price proposal submitted by it and for capacity to execute the work within the scheduled time. The decision of the State Project Director shall be final and binding on the bidder and no disputes shall be entertained in this regard.**

## **8. Price Schedule**

The Bidder shall complete the Price Schedule as per table VIII furnished in the Bidding Documents, indicating the cost towards printing & F.O.R destination of each progress card as per the Technical specifications mentioned in the section V. This office will not supply paper for printing work. Further this office will not pay any extra charges over and above rate quoted by the Bidder.

**9. Fixed price:** Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable price quotation will be treated as non - responsive and rejected.

**10. The Bidder must submit all the documents listed under clause 8.1 along with the Bid form in the electronic mode in order to qualify for consideration in the opening of the Second Stage containing the PRICE SCHEDULE as per Table IX.**

Any Bid not in accordance with clause 10 and 11 above will be rejected.

## **11. Bid Security (Earnest Money Deposit)**

11.1 The Bidder shall furnish, as part of its bid, bid security as specified below.

- a) Rs. 1.25 lakhs for one package
- b) Rs 1.00 lakh each if they apply for both packages.

Those who wish to quote for the package have to submit the EMD

11.2 The Bid security is required to protect the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

11.3 The Bid security shall be in Indian Rupees and shall be in one of the following forms

11.3.1 The Bid Security shall be credited to the account of centre for e-governance.

- a. through credit card
- b. Internet Banking
- c. National Electronic Fund Transfer
- d. Remittance over the counter in the branches of Axis Bank in Bangalore.

The supplier/contractor's bid will be evaluated only on confirmation of receipt of the payment (EMD) in the GOK's central pooling a/c held at Axis Bank.

EMD amount will have to be submitted by the supplier/contractor taking in to account the following conditions:

a. EMD will be accepted by only in the form of electronic cash (and not through Demand Draft or Bank Guarantee) and will be maintained in the Govt's Central pooling account at Axis Bank until the contract is closed.

b. The entire EMD amount for a particular tender has to be paid in a single transaction.

11.4 Any Bid Security not secured in accordance with Clause 12.1 and 11.3 above will be rejected by the Purchaser as non-responsive.

11.5 Unsuccessful Bidders bid security will be discharged/returned as promptly as possible

11.6 The successful Bidder's Bid security will be adjusted towards performance security to be furnished by the Bidder before signing the contract agreement

11.7 The Bid security will be forfeited:

- (a) If a Bidder withdraws his Bid during the period of Bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails,

- (i) To sign the contract agreement with in the stipulated time  
or
- (ii) To furnish performance security.

## **12. Period of Validity of Bids**

12.1 Bids shall remain valid for 60 days after the date of opening of Second Envelope. A Bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

12.2 In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The bid security provided under Clause 12 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid. The Bid security in respect of the Bidder who has refused to extend the validity of Bids can not be forfeited by the purchaser.

## **13. Format and Signing of Bid**

13.1 The Bidder shall prepare the bid and submit electronically which shall be considered to be final and no changes to will be accepted at the later stage for any reason.

13.2 In the Price Schedule mentioned at Annexure VIII the bidder should quote the rates for the printing and F.O.R. destination of one (01) progress card.

## **Submission of Tenders**

## **14. Sealing and Marking of Bids**

14.1 The bids shall be submitted in the electronic mode as prescribed by the centre for e-governance which shall be accepted and binding on the bidder.

## **15. Deadline for Submission of Bids**

15.1 Bids must be received by the Purchaser at the address specified under Clause 15.2 not later than the time and date specified in the Invitation for Bids (section I). No extension of whatsoever will be given under any circumstances.

15.2. The purchaser shall not be responsible for any delay caused in submitting the bid. The time shown on the server shall be

considered to be final and no dispute whatsoever shall be entertained in this matter.

15.3 The Purchaser may, at its discretion, extend this deadline for submission of bids by amending the Bid Documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

## **16. Late Bids**

16.1 Any Bid submitted by the bidder after the deadline for submission of bids prescribed by the Purchaser pursuant to clause 16, will be rejected by the system.

## **17. Modification and Withdrawal of Bids**

17.1. The Bidder may modify or withdraw its bid after the bid's submission, provided that written notice of the modification or withdrawal is received by the Purchaser prior to the deadline prescribed for submission of bids.

17.2 The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 15. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.

17.3 No bid may be modified or with drawn subsequent to the deadline for submission of bids

17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security.

## **18. Tender Opening and Evaluation of Tenders**

### **Opening of Bids by the purchaser.**

18.1 The Purchaser will open the Technical bids submitted in the electronic mode on the date and time specified.

18.2. The Bidders' Names, Bid Modifications, or Withdrawals, Bid prices, Discounts and the presence or absence of the requisite Bid security and such other details as the Purchaser, at its discretion, may consider appropriate will be announced at the time of opening.

18.3 Commercial bid of unqualified bidders will be returned and will not be opened under any circumstances.

## **19. Clarification of Bids**

19.1 During evaluation of Bids, the purchaser may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substances of the Bid shall be sought, offered or permitted.

## **20. Preliminary Examination**

20.1 The purchaser will examine the Bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the bids are generally in order.

20.2 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any bidder. If there is a discrepancy between words and figures, the lowest of the two shall prevail.

20.3 Prior to the detailed evaluation, pursuant to Clause 23, the Purchaser will determine the substantial responsiveness of each bid to the Bidding Documents. For purposes of these Clauses, a substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security, Applicable Law and taxes and duties will be deemed to be a material deviation. The purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.4 If a bid is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Bidder by correction of the non-conformity.

## **21. Evaluation and Comparison of Bids**

21.1 The Purchaser will evaluate and compare the bids previously determined to be substantially responsive, pursuant to clause 21.3.

21.2 the supply order will be awarded to the bidder who quotes the lowest rates per progress cards in each of the packages separately.

21.3. The Sarva Shiksha Abhiyan Samithi however reserves the right to invite the second lowest bidder or other bidders also for the negotiations and award may be given to such of the bidders who agree to print and

supply F.O.R destinations at the rates quoted by the lowest bidder, in view of the urgency of the requirement of the progress cards.

21.4 Sarva Shiksha Abhiyan also reserves the right to award only one package or part thereof for each bidder keeping in view the quantity of progress cards it is capable of printing each day.

## **22. ACCEPTANCE OR REJECTION OF BIDS:**

- a) The State Project Director, Sarva Shiksha Abhiyan, Bangalore reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability or any obligation to inform the affected bidder or bidders of the grounds for the said action.
- b) Any Bid with incomplete information is liable for rejection.
- c) For each category of pre qualification criteria, the documentary evidence is to be produced duly attested by the bidder, serially numbered and uploaded in the e-procurement system. If the documentary proof is not enclosed for any/all criteria the Bid is liable for rejection.
- d) If any information given by the contractor is found to be false / fictitious, the contractor will be debarred for 3 years from participating in any other tenders of Govt of Karnataka and will be black listed.

## SECTION -IV

### TERMS AND CONDITIONS OF CONTRACT

#### GENERAL CONDITIONS OF CONTRACT

The following are the General Conditions of Contract for printing of progress cards on F.O.R. destination to all the 203 Block Educational Offices in the State, as per the specifications given in this document.

4.1. The successful Bidder should print the Progress cards as per details to be furnished from this office and F.O.R. destination to all the 203 Block Educational Offices as per particulars provided in Section – VI. No separate amount will be paid for F.O.R. destination work and should be included in the rate quoted for printing.

4.2 The printed progress cards should be numbered and bundled in a pack of 100s and be distributed.

**4.3. The formats for the printing of Progress cards will be supplied from this office. The successful Bidder should under take DTP work of the same & should commence printing work only after obtaining final approval for the DTP from this office. No separate amount will be paid for DTP work.**

#### 1 Definitions

In this Contract, the following terms shall be interpreted as indicated:

- a) “The Contract” means the agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
- b) “The Contract Price” means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
- c) “The Goods” means all the equipment, machinery, and / or other materials which the supplier is required to supply to the purchaser under the contract;
- d) “Services” means services ancillary to the supply of the goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the supplier covered under the contract;



- e) "GCC" means the General Conditions of Contract contained in this section,
- f) "SCC" means the Special Conditions of Contract
- g) "The Purchaser" means the State Project Director, Sarva Shiksha Abhiyan, purchasing the goods, as named in SCC
- h) "The Supplier" means the individual or firm supplying the goods and services under this contract
- i) "The Government" means the Government of Karnataka State
- j) "The Project Site", where applicable, means the place or places named in SCC
- k) "Day" means calendar day

## **2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the contract.

## **3. Standards**

The goods supplied under this contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods country of origin and such standards shall be the latest issued by the concerned institution.

## **4. Use of Contract Documents and Information / Inspection and Audit by the Government**

The Supplier shall not, without the purchasers prior written consent, disclose the contract or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only, so far as may be necessary for purposes of such performance.

The Supplier shall not, without the Purchasers prior written, consent; make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

Any document, other than the contract itself, enumerated in GCC Clause 4.1 shall remain the property of the purchaser and shall be returned (in

all copies) to the purchaser on completion of the supplier performance under the contract if so required by the purchaser.

The supplier shall permit the Government to inspect the supplier's accounts and records relating to the performance of the supplier and to have them audited by auditors appointed by the Government, if so required by the Government.

## **5. Patent Rights**

The Supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

## **6. Performance Security**

- a) The successful Bidder will be required to furnish Performance Security equivalent to 5% of the entire accepted Bid value in respect of cost of printing & F.O.R. destination works, to be submitted in the form of irrevocable bank guarantee or crossed Demand Draft within **3 (three) days** from the date of intimation of award of contract, and sign the contract agreement.
- b) If the Successful Bidder fails to furnish the Performance Security in the format specified in Table III within **3 (three) days** or sign the contract agreement, as specified in clause 8 the bid security furnished by such bidder will be forfeited.
- c) The performance security furnished by the successful Bidder in respect of his bid will be returned to him after 6 months from the date of satisfactory performance of the contract.
- d) If the successful Bidder after signing the contract agreement fails to perform any contractual obligation, his Performance Security mentioned above will be forfeited.

## **7. Inspections and Tests**

The Purchaser or its representative shall have the right to inspect and / or to test the goods to confirm their conformity to the contract specifications at no extra cost to the purchaser.

The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and / or at the goods final destination. If conducted on the premises of the supplier or its subcontractor(s), all reasonable facilities and assistance shall be furnished to the inspectors at no charge to the purchaser.

Should any inspected or tested goods fail to conform to the specifications, the purchaser may reject the goods and the supplier shall either replace the rejected goods or make alterations necessary to meet specifications requirements free of cost to the Purchaser.

The purchaser's right to inspect, test and, where necessary, reject the Goods after the Goods arrival at Project Site shall in no way be limited or waived by reason of the goods having previously been inspected, tested and passed by the purchaser or its representative prior to the goods shipment.

Nothing in GCC Clause 7 shall in any way release the supplier from any warranty or other obligations under this contract.

## **8. Packing**

The Supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods final destination and the absence of heavy handlings facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

Packing Instructions: The Supplier will be required to make separate packages for each Consignee. Each package will be marked on three sides with proper paint / indelible ink the following:

Project  
Contract No.  
Suppliers Name and  
Packing List Reference number  
Class  
Medium

## **9. Delivery and Documents**

Delivery of the goods shall be made by the supplier in accordance with the terms specified by the purchaser in the notification of award. The details of shipping and / or other documents to be furnished by the supplier are specified in SCC.

## **10. Insurance**

The goods supplied under the contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “Warehouse to Warehouse” (final destinations) on “All Risks” basis including War risks and Strikes

## **11. Transportation**

The supplier is required under the contract to transport the goods to a specified place of destination defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the contract, shall be arranged by the supplier, and the related cost shall be included in the contract price.

## **12. Payment**

**The terms of payment will be as follows:**

Payment will be made to the Contractor after the successful implementation of the contract regarding Printing of Progress cards & supply on F.O.R. destination to all the 203 Block Educational Offices in the State,

The Contractor to whom printing work is allotted should also under take the F.O.R. destination of the same to the Head Quarters of the 203 Block Educational Offices in the State as per the particulars to be supplied by the Purchaser. Payment will be made to the contractor after the successful Printing & F.O.R. destination work and as per the report given by the concerned Block Educational Officers.

Payment will be made to the Contractor after ascertaining whether the contract has been executed satisfactorily and towards this the Purchaser should be furnished with the necessary certificates from the accepting authorities.

Payment will not be made to the contractor unless the work entrusted is executed completely and satisfactorily. Further the purchaser will not make any advance payment or part payments in this regard.

## **13. Prices**

Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract.

## **14 Change Orders**

The purchaser may at any time, by written order given to the supplier pursuant to GCC Clause 31, make changes within the general scope of the contract in any one or more of the following:

Designs, or specifications, where goods to be furnished under the contract are to be specifically printed for the purchaser;

The method of shipping or packing;  
The place of delivery; and / or  
The services to be provided by the supplier

If any such change causes an increase or decrease in the cost of, or the time required for, the suppliers performance of any provisions under the contract, an equitable adjustment shall be made in the contract price or delivery schedule, or both, and the contract shall accordingly be amended. Any claims by the supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the supplier's receipt of the purchasers change order.

## **15 Contract Amendments**

15.1 Subject to GCC Clause 17, no variation in or modification of terms of the contract shall be made except by written amendment signed by the parties.

## **16 Assignment**

16.1 The suppliers shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

## **17 Subcontracts**

17.1 The Supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the supplier from any liability or obligation under the contract. Sub-contracts shall be only for bought out items and sub-assemblies.

17.2 Subcontracts must comply with the provisions of GCC Clause 2.

## **18 Delays in the Supplier's Performance**

- 18.1 Delivery of the goods and performance of the services shall be made by the supplier in accordance with the time schedule specified by the purchaser in the Schedule of Requirements
- 18.2 If at any time during performance of the contract, the supplier or its sub-contract(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the suppliers notice, the purchaser shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the contract.
- 18.3 Except as provided under GCC Clause 24, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damages.

## **19 Liquidated Damages**

- 19.1 Subject to GCC Clause 24, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed goods or unperformed services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price. Once the maximum is reached, the purchaser may consider termination of the contract pursuant to GCC Clause 23.

## **20 Termination for Default**

20.1 The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, terminate the contract in whole or part:

If the supplier fails to deliver any or all the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21; or

If the supplier fails to perform any other obligation(s) under the contract.

If the supplier, in the judgment of the purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

For the purpose of this Clause:

“Corrupt Practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

“Fraudulent Practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Borrower, and includes collusive practice among Bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the Borrower of the benefits of free and open competition.

20.2 In the event the purchaser terminates the contract in whole or in part, pursuant to GCC Clause 23.1, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods or services. However, the supplier shall continue the performance of the contract to the extent not terminated.

## **21 Force Majeure**

21.1 Notwithstanding the provisions of GCC Clause 21, 22, 23, the supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the contract is the result of an event of Force Majeure.

21.2 For purposes of this Clause “Force Majeure” means an event beyond the control of the supplier and not involving the suppliers fault or negligence and not foreseeable. Such event may include, but are not limited to, acts of the purchaser either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

21.3 If a Force Majeure situation arises, the supplier shall promptly notify the purchaser in writing of such conditions and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure.

## **22 Termination for Insolvency**

22.1 The Purchaser may at any terminate the contract by giving written notice to the supplier, if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **23 Termination for Convenience**

23.1 The purchaser by written notice sent to the supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the purchaser’s convenience, the extent to which performance of the supplier under the contract is terminated, and the date upon which such termination becomes effective.

23.2 The goods that are complete and ready for shipment within 30 days after the supplier’s receipt of notice of termination shall be accepted by the purchaser at the contract terms and prices. For the remaining goods, the purchaser may elect:

To have any portion completed and delivered at the contract terms and prices; and / or

To cancel the remainder and pay to the supplier an agreed amount for partially completed goods and for materials and parts previously procured by the supplier.



## **24 Settlement of Disputes**

24.1 The purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the contract.

24.2 If, after thirty (30) days, the parties have failed to resolve their dispute by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

24.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the goods under the contract.

24.2.2 Arbitration proceeding shall be conducted in accordance with the rules of procedure specified in the SCC.

24.3 Notwithstanding any reference to arbitration herein,

The parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and

The purchaser shall pay the supplier any monies due the suppliers

## **25 Limitation of Liability**

25.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 5,

The supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the purchaser; and

The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **26 Governing Language**

26.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the contract shall govern its interpretation. All correspondence and other documents pertaining to the contract which are exchanged by the parties shall be written in the same language.

## **27 Applicable Language**

27.1 The contract shall be interpreted in accordance with the laws of the Union of India.

## **28 Notices**

28.1 Any notice given by one party to the other pursuant to this contract shall be sent to other party in writing or by cable, telex or facsimile and confirmed in writing to the other party's address specified in SCC.

28.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

## **29 Taxes and Duties**

29.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted goods to the purchaser.

## **30 AGREEMENT :**

- a) The successful Bidder(s) shall execute an agreement for the fulfillment of the contract on Rs. 100/- non-judicial stamp paper in the prescribed format provided, within three days from the date of acceptance of the Bid and intimation of the award of contract vide clause 1.a .
- b) The incidental expenses of execution of agreement shall be borne by the successful Bidder(s). Hereafter the successful Bidder shall be referred to as "Supplier".
- c) The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions in full or in part will entail termination of the contract without prejudice to the rights of Government of Karnataka / Purchase and recovery of any consequential loss from the supplier.

## **4.6 SPECIAL CONDITIONS OF CONTRACT**

### **Special Conditions of Contract**

Following Special Conditions of contract shall supplement the General of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

#### **1. Definitions (GCC Clause 1)**

The Purchaser is Sarva Shiksha Abhiyan, Karnataka  
The Supplier is .....

#### **2. Delivery and Documents (GCC Clause 9)**

Upon Delivery of the goods, the supplier shall notify the purchaser and the insurance company by cable/telex/fax the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall mail the following documents to the purchaser with a copy to the insurance company:

Four copies of the supplier invoice showing contract number, goods description, quantity, unit price, total amount;

Railway receipt / acknowledgement of receipt of goods from the consignee(s);

Four copies of packing list identifying of each package;

Supplier's warranty certificate

Inspection certificate issued by the nominated inspection agency, and the suppliers factory inspection report; and

The above documents shall be received by the purchaser before arrival of the goods (except where the goods have been delivered directly to the consignee with all documents) and, if not received, the supplier will be responsible for any consequent expenses.

#### **3. Payment (GCC Clause 15)**

*On Delivery:* Eighty percent of the contract price shall be paid on receipt of goods and upon submission of the documents specified in SCC Clause 3 above; and

*On Final Acceptance:* the remaining twenty percent of the contract price shall be paid to the supplier within 30 days after the date of the acceptance certificate issued by the purchaser's representative for the respective delivery.

*Note:*

*Where payments are to be effected through Letter of Credit (LC), the same shall be subject to the latest Uniform Customs and Practice for Documentary Credit, of the International Chamber of Commerce;*

*The LC will be confirmed at Supplier's cost if requested specifically by the supplier;*

*If LC is required to be extend / reinstated for reasons not attributable to the purchaser, the charges thereof shall to the supplier's account.*

#### **4. Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27.2.2 shall be as follows:

In case of Dispute or difference arising between the purchaser and a domestic supplier relating to any matter arising out of a or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996, by a Sole Arbitrator. The Sole Arbitrator shall be appointed by agreement between the parities; failing such agreement, by the appointing authority namely the Indian Council of Arbitration / President of the Institution of Engineers (India) / The International Centre for Alternative Dispute Resolution (India). A certified copy of the appointment Order shall be supplied to each of the parties.

Arbitration proceedings shall be held at Bangalore Karnataka, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

The decision of the arbitrators shall be final and binding upon both parities. The cost and expenses of Arbitration proceedings will be paid as determined by the Arbitrator. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings shall be borne by each party itself.

#### **5. Notices (Clause 31)**

For the purpose of all notice, the following shall be the address of the purchaser and supplier.

**Purchaser:**

State Project Director, Sarva Shiksha Abhiyan, New Public Offices Annex Building, Nrupatunga Road, Bangalore-560001.

**Supplier:** (To be filled in at the time of contract signature)

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**6. Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such equipment until rectifications of defects, errors or omission by repair or by partial or complete replacement is made without interfering with the purchaser’s operation.

**7. Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.

**8. Supplier’s Obligations:**

The Supplier is obliged to work closely with the purchaser’s staff, act within its own authority and abide by directives issued by the purchaser and implementation activities.

The supplier will abide by the job safety measures prevalent in India and will free the purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier’s negligence. The supplier will pay all indemnities arising from such incidents and will not hold the purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors.

The supplier will treat as confidential all data and information about the purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the purchaser.

## **SECTION V**

### **SCHEDULE OF REQUIREMENTS**

#### **5.1 Schedule:**

Package 1 Progress cards of classes 1, 2, 3 and 4.

Sl. No	Brief Description	Quantity	Delivery Schedule	EMD in Rupees
1	Progress cards Classes 1 to 4	2495092	F.O.R destination to all 203 block education offices	1.25 lakhs

#### **5.2. Additional Points to be noted in the contract relating to Printing & supply on F.O.R. destination of Progress cards.**

- a) The contractor should print the Progress cards as per the particulars to be supplied by the Purchaser and F.O.R. destination to all the 203 Block Educational Offices in the State strictly in accordance with the Terms & Conditions of the contract and without any defects.
- b) The work relating to printing and F.O.R. destination of Progress cards should be executed without any delay as per the implementation schedule mentioned in this document.
- c) The Purchaser reserves the right to depute officers from his office for the supervision and inspection at the time of implementation of the contract. The contractor should submit progress report to the concerned officer regarding the implementation of the contract.
- d) The contractor should print a Progress Card using good quality paper strictly in accordance with the sample paper supplied along with Technical Bid. Printing work should be under taken keeping in mind the matter to be printed and the colour etc.
- e) The printed Progress cards should be supplied in bundles of 100 Numbers.

- f) If any printing error comes to the notice of the purchaser after the printing & supply to the schools the same will have to be replaced by the Contractor at his own expense.
- g) If the contract is not executed within the stipulated period as per implementation schedule the Purchaser namely The State Project Director, SSA, Bangalore / Govt. of Karnataka reserves the right to cancel the contract and the Purchaser will not be liable for any pecuniary loss or damage incurred by the Contractor in this regard.

### **5.3 IMPLEMENTATION SCHEDULE :**

The work relating to printing & F.O.R. destination of progress cards should be implemented by the contractor as per the following implementation schedule :-

1. Signing of Contract	With in 2 days – After the issue of Letter of Acceptance
2. DTP work & Final approval	With in 2 days from the date of issue of work order
3. Printing and F.O.R. destination of printed Progress cards to all the Block Educational Offices.	15 days from the date of issue of work order which includes 2 days for DTP and approval of the proof

### **5.4. GENERAL POINTS TO BE OBSERVED :**

The Bidder should execute under taking in the prescribed form stipulating that he has agreed to the Terms & Conditions mentioned in the tender for submission of Technical & Commercial Bids.

## SECTION VI

### **TECHNICAL SPECIFICATIONS OF PRINTING OF PROGRESS CARDS**

The Progress cards 1 to 4 will have to be printed in different colours, the detailed specifications of which are given below.

Sl No	Class	Paper GSM	Size	Total quantity required
1	1-4	170 GSM Pulp board -A grade mill.	25"x12" both side printing	2495092

Note :

The Purchaser reserves the right either to increase or decrease the number of progress cards to be printed.

The Purchaser reserves the right to cancel the tender at any stage of the tender and it will be at the discretion of the purchaser to either disclose or withhold the reasons for cancellation.

The successful bidder should print and supply the additional quantity of progress cards within the stipulated time, if found necessary.

Colour

- I - Light Pink
- II - Light Yellow
- III - Light Green
- IV - Light blue



## **SECTION - VII**

**THE PROGRESS CARDS WILL HAVE TO BE PRINTED AS PER THE FOLLOWING PARTICULARS AND WILL HAVE TO BE SUPPLIED ON F.O.R. DESTINATION TO ALL THE 203 BLOCK EDUCATIONAL OFFICES IN THE STATE.**

**Encl : List is enclosed separately.**

### **NOTE :**

The purchaser reserves the right to either increase or decrease the no. of progress cards to be printed or supplied on F.O.R. destination to any of the 203 Block Educational Offices.

The purchaser reserves the right to either increase or decrease the no. of progress cards to be printed in any media or for any particular class.

**TABLE-I**  
**Bid FORM**

Date:

Ref No:

The State Project Director  
Sarva Shiksha Abhiyan – Karnataka  
New Public Offices Annexe Building  
NRUPATHUNGA Road, Bangalore – 560 001

Sir/Madam,

Having examined the Bidding Documents including Addenda/Corrigendum issued in the webportal, we, the undersigned, offer to print the progress cards & supply them on F.O.R destination to all the 203 Block Educational Offices in State for which necessary Bid security amounting to Rupees 1.25 lakhs (One lakh Twenty Five Lakh) in case of package -I / 1.00 lakhs (One lakh only) in case of package - II at the prescribed rate is credited to the account of centre for e-governance.

**Conditions :-**

1. We undertake, if our Bid is accepted, to print the progress cards & supply on F.O.R. destination to 203 Block Educational Offices in the State in accordance with the terms and conditions in the Bidding document.
2. If our bid is accepted we will obtain the guarantee of a bank in a sum equivalent to 5 % of the Total Contract Price for the due performance of the Contract, in the form prescribed by the purchaser.
3. We agree to abide by this bid for a period of 120 days after the date fixed for bid opening of Second Envelope under Clause 19 of the Instruction to Bidders and shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. We understand that in competing for (and if the award is made to us, in executing the above contract,) we will strictly observe the laws against fraud and corruption in force in India namely Prevention of Corruption Act 1988 ".

We understand that you are not bound to accept the lowest or any bid you may receive.

We confirm that we comply with the eligibility requirements as per ITT Clause-1 of the Tender document.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2011

Signature: \_\_\_\_\_

(in the Capacity of): \_\_\_\_\_

Duly Authorized to sign bid for and on behalf of

Place : \_\_\_\_\_

**TABLE-II**

**EARNEST MONEY DEPOSIT BANK GUARANTEE FORM**

(Bank Guarantee to be furnished on Rs 100/- stamp paper)

The State Project Director  
Sarva Shiksha Abhiyan – Karnataka  
New Public Offices Annexe Building  
NRUPATHUNGA Road, Bangalore – 560 001

Sir,

Whereas.....(hereinafter called “the Bidder”) has submitted its bid dated.....2011 for printing & F.O.R. destination of Progress cards to 203 Block Educational Offices in the State of Karnataka . (hereinafter called the “Bid”) KNOW ALL MEN by these presents that WE..... of.....having our registered office At .....(hereinafter called the Bank”) are bound unto.....(hereinafter called “the purchaser”) in the sum of ..... for which payment well and truly to be made to the said Purchaser , the Bank binds itself, its successors and assigns by these presents. Sealed, with the Common Seal of the said Bank this ..... day of ..... 2011.

THE CONDITIONS of this obligation are:

If the Bidder withdraws its Bid during the period of bid validity specified by the Bidder on the Bid Form; or

If the Bidder, having been notified of the acceptance of its bid by the Purchaser during the period of bid validity:

(a)Fails or refuses to execute the Contract Form if required; or

(b)Fails or refuses to furnish the Performance Security, in accordance with the Instruction to Bidders.

We undertake to pay the Purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that its demand the purchaser will note that the amount claimed by it is due it owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

The guarantee will remain in force up to and including 45 days after the period of the bid validity, and any demand in respect thereof should reach the Bank not later than the above date.

Place :

Date :

(Signature of the authorized officer of the Bank)

Address :

**TABLE-III**

**PERFORMANCE SECURITY FORM**

**(Bank guarantee to be executed on Rs. 500 Stamp paper)**

To

The State Project Director  
Sarva Shiksha Abhiyan – Karnataka  
New Public Offices Annexe Building  
NRUPATHUNGA Road, Bangalore – 560 001

Sir

**WHEREAS**.....(Name of the Contractor) hereinafter called “the Contractor” has undertaken, in pursuance of Contract No.....dated.....to print & supply of Progress cards to 203 Block Educational Offices in Karnataka, and related services hereinafter called “the Contract”.

**AND WHEREAS** it has been stipulated by you in the said Contract that the Contractor shall furnish you with a Bank Guarantee equivalent to 5% of the total amount of the contract by a Nationalised Bank for the sum specified therein as security for compliance with the Contractors performance obligations in accordance with the Contract.

**AND WHEREAS** we have agreed to give the Contractor a Guarantee:

**THEREFORE WE** hereby affirm that we are Guarantor and responsible to you, on behalf of the Contractor, up to a total of .....(Amount of the Guarantee in Words and Figures) and we undertake to pay you, upon your first written demand declaring the Contractor to be in default under the Contract and without cavil or argument , any sum or sums within the limit of .....(Amount of Guarantee) as aforesaid, without your needing to prove or show grounds or reasons for your demand for the sum specified therein.

This guarantee is valid until the .....day of.....

Authorised signatory’s Signature and Seal of Guarantors Bank

.....  
.....

Date.....

Address.....  
.....

**TABLE-III (A)**

**CONTRACT FORM**

**THIS AGREEMENT** made the ..... day of .....20.....  
Between ..... (Name of purchaser) of ..... (Country of  
Purchaser) (hereinafter called “the Purchaser”) of the one part and  
..... (Name of the Supplier) of ..... (City and  
Country of Supplier) (hereinafter called “the Supplier”) of the other part :  
**WHEREAS** the Purchaser is desirous that certain Goods and ancillary  
services viz..... (Brief Description of  
Goods and Services) and has accepted a tender by the Supplier for the  
supply of those goods and services in the sum of  
..... (Contract Price in Words and Figures)  
(hereinafter called “the Contract Price”).

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

In this Agreement words and expressions shall have the same meanings  
as are respectively assigned to them in the Conditions of Contract  
referred to.

The following documents shall be deemed to form and be read and  
construed as part of this Agreement, viz:

- the Tender Form and the Price Schedule submitted by the Bidder;
- the Schedule of Requirements;
- the Technical Specifications;
- the General Conditions of Contract;
- the Special Condition of Contract; and
- the Purchaser’s Notification of Award.

In consideration of the payments to be made by the Purchaser to the  
Supplier as hereinafter mentioned, the Supplier hereby covenants with  
the Purchaser to provide the goods and services and to remedy defects  
therein conformity in all respects with the provisions of the Contract.

The Purchasers hereby covenants to pay the Supplier in consideration of  
the provision of the goods and services and the remedying of defects  
therein, the Contract Price or such other sum as may become payable  
under the provisions of the Contract at the times and in the manner  
prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied  
/provided by the Supplier are as under:

Sl. No	Brief Description of Goods and Services	Quantity to be supplied	Unit Price	Total Price	Delivery Terms

**TOTAL VALUE :**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and the year first above written.

Signed, Sealed and Delivered by the

said ..... (For the Purchaser)

in the presence of .....

Signed, Sealed and Delivered by the

said ..... (For the Supplier)

in the presence of .....



**TABLE-IV**

**STATEMENT OF PAST PERFORMANCE**

**(Proforma for performance statement (for a period of last Three years from (2008-09 2009-10 & 2010-11) relating to printing / publication work**

Name of the Firm \_\_\_\_\_

Name of the organisation & address to which service was provided	Contract No. & date of the agreement for said organisation	Description of the contract	Total Value of Contract	Period of contract (Mentioned the date)	If there is delay, in performance reasons for the same	Has the work entrusted completed satisfactorily (Attach certificate From an Officer who entrusted the work)
1	2	3	4	5	6	7

Signature and seal of the Bidder / Authorised Representative

\_\_\_\_\_

Place :

Date :

**TABLE-V**

**IMPLEMENTATION SCHEDULE**

To

The State Project Director  
Sarva Shiksha Abhiyan – Karnataka  
New Public Offices Annexe Building  
NRUPATHUNGA Road, Bangalore – 560 001

Sir,

We M/s..... (Name of the bidder) here in after called " the Contractor " have furnished the bid for printing & F.O.R. destination of Progress cards to respective Block Educational Offices in the state of Karnataka do here by agree to the implementation schedule of the said project failing which the State Project Director, Sarva Shiksha Abhiyan will have discretion to either reject or cancel the contract agreement.

Yours faithfully,

**Place:**

**Date:**

**Signature of Printer / Publisher**

**Seal :**

**TABLE-VI**  
**UNDERTAKING**

To

The State Project Director  
Sarva Shiksha Abhiyan – Karnataka  
New Public Offices Annexe Building  
NRUPATHUNGA Road, Bangalore – 560 001

Sir,

We M/s..... (Name of the bidder) here in after called " the Contractor " do hereby affirm and undertake to abide by all the terms, conditions and specifications given in the bidding document while performing the contractual obligations relating to printing & F.O.R. destination of Progress cards to 203 Block Educational Offices in Karnataka State within stipulated time.

Yours faithfully,

Place:  
Date:

Signature of the Printer / Publisher  
Seal :

**TABLE VII****PARTICULARS OF PRINTERS / PUBLISHERS TO BE SUBMITTED IN THE FIRST ENVELOP (TECHNICAL BID)**

1.	Name of Printer / Publisher	
2.	Year of starting the organisation & registration number (photo copy of registration certificate to be enclosed)	
3	Address of the printer / publisher (along with phone no. & pin code)	
4.	Status of Printer / Publisher	Own / Partnership
5	a) C.S.T. / K.S.T. No. b) Permanent PAN No. of Income Tax Dept. (Photocopy of I.T. returns for the last three years to be enclosed)	
6	Audit reports for the last 3 years ( Certified copy of Chartered Accountant' report in P & L account to be enclosed)	
7	Particulars of Sales Tax returns for the last 3 years (photo copy of returns to be enclosed)	
8	Experience of Printer / Publisher relating to printing work (supporting certificates to be enclosed)	
9	Particulars of E.M.D. Name of the Bank D.D. No. & Date / Bank Guarantee No. & date Amount	
10	Particulars of Physical Infrastructure available in the organisation relating to printing work.	
11	Remarks	

Place:

Date:

Signature of the Printer / Publisher

Seal :

**TABLE VIII****CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST ENVELOPE. (Technical Bid)**

Sl no	Description	Whether the Document is enclosed or not	Page No From and To
1	Bid FORM AS PER TABLE-I	YES/NO	
2	EARNEST MONEY DEPOSIT BANK GUARANTEE FORM AS PER TABLE-II	YES/NO	
3	PERFORMANCE SECURITY FORM AS PER TABLE-III	YES/NO	
4	CONTRACT FORM AS PER TABLE-III (A)	YES/NO	
5	STATEMENT OF PAST PERFORMANCE AS PER TABLE-IV	YES/NO	
6	IMPLEMENTATION SCHEDULE AS PER TABLE-V	YES/NO	
7	UNDERTAKING AS PER TABLE-VI	YES/NO	
8	PARTICULARS OF PRINTERS / PUBLISHERS TO BE SUBMITTED IN THE FIRST ENVELOPE (TECHNICAL BID) AS PER TABLE VII	YES/NO	
9	CHECK LIST OF DOCUMENTS TO BE SUBMITTED IN FIRST ENVELOPE. (Technical Bid) AS PER TABLE VIII	YES/NO	
10	(PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID / SECOND COVER) AS PER TABLE -IX	YES/NO	
11	ATTESTED COPIES SHOWING THE LEGAL STATUS, PLACE OF REGISTRATION AND PRINCIPAL PLACE OF BUSINESS OF THE FIRM	YES/NO	
12	ATTESTED COPIES OF DOCUMENTS SHOWING THAT THE FIRM HAD AN AVERAGE FINANCIAL TURNOVER OF Rs. 50/- lakhs PER YEAR DURING THE LAST 3 YEARS i.e. 2008-09 2009-10 & 2010-11	YES/NO	
13	ATTESTED COPIES OF SALE TAX REGISTRATION AND SALES TAX RETURNS FILLED IN THE LAST 3 YEARS i.e. 2008-09 2009-10 & 2010-11	YES/NO	

14	ATTESTED COPIES OF ACKNOWLEDGMENT OF INCOME TAX RETURNS FILED IN THE LAST 3 YEARS i.e. 2008-09 2009-10 & 2010-11	YES/NO	
15	ATTESTED COPIES OF AUDITED FINANCIAL STATEMENTS FOR LAST 3 YEARS i.e. 2008-09 2009-10 & 2010-11	YES/NO	
16	ATTESTED COPIES OF RECOGNITION FROM STATE GOVT. / CENTRAL GOVT.	YES/NO	
17	SAMPLE PAPER TO BE USED FOR THE PRINTING OF PROGRESS CARDS IN VARIOUS MEDIA. THE BIDDER SHOULD ATTEST THE SAME.	YES/NO	

PLACE:

DATE:

SIGNATURE OF THE BIDDER

**TABLE -I**

**X**

**(PARTICULARS TO BE SUBMITTED IN THE COMMERCIAL BID /  
SECOND COVER)**

**PRICE SCHEDULE FOR PRINTING & SUPPLY ON F.O.R.  
DESTINATION OF PROGRESS CARDS**

**(Note: Rate for a particular package to be mentioned in the format  
while uploading to website and the other package should be left  
blank)**

**Rates quoted by the bidder : Package - 1**

The rate quoted by the bidder for the printing & supply on F.O.R.  
destination of one (01) progress card of Class 1-4.

Rs..... ( Rupees.....  
.....) per progress card including the FOR destination and taxes

**\_ The rates should be mentioned clearly both in words & figures.**

**CONDITIONS:**

- 1) If our tender is accepted, we here by undertake to abide as per the stipulated Terms & Conditions. to print the progress cards in various media & supply on F.O.R. destination to all the respective Block Educational Offices in the State.
- 2) If our Tender is accepted we will obtain the Guarantee or Demand Draft from a Nationalised Bank for a sum of equivalent to 5 percent of the total cost of the contract entrusted to us.
- 3) We agree to abide by this Tender for bid validity of 120 days after the date fixed for opening of Second Envelope under clause 13.1 of this Tender document and shall remain binding upon us and may be accepted at any time before the expiry of that period.

- 4) We understand that in competing for and if the award is made to us, in executing the above contract we will strictly observe the laws against fraud and corruption in force in India namely “ Prevention of corruption act 1988”.
- 5) We understand that you are not bound to accept a lowest offer that you may receive after Tender validity.

Dated this -----day of -----2011

Signature

(Name and address of the Bidder with seal)  
(In the capacity of ----- Duly authorised to  
sign the Tender for and on behalf of)